

AGENDA

Francis City Council Meeting
Thursday, July 11th, 2024, 6:00 p.m.
2319 So. Spring Hollow Rd. Francis, Utah

The meeting will be streamed via Francis City YouTube channel
<https://www.youtube.com/channel/UC-9wahpEELShvGQZShXGIXg>
You can also comment by email to comments@francisutah.org

1. Welcome, Call to Order and Pledge of Allegiance
2. Consent Agenda---Approval of invoice register dated July 11th, 2024, and Approval of minutes from June 13th, 2024.
3. Public Comment
Comments will be taken on any item not scheduled for a public hearing, as well as on any other City business. Comments are limited to two minutes per speaker. The Council cannot act on items not listed on the agenda, and therefore, the Council may or may not respond to non-agenda issues brought up under Public Comment. Those wishing to comment should state their full name and address, whom they represent and the subject matter to be addressed. No person shall interrupt legislative proceedings. Total time allocated to public comments will be not more than 10 minutes.
4. Public Hearings
 - A. Burton Ranch Annexation
5. Discussion, Updates and Approval on Potential Action Items
 - A. Stewart Ranch Extension Phases 5-7 & 11
 - B. Hidden Meadows Development Agreement
 - C. Appoint New Planning Commissioner
 - D. Fraud Risk Assessment
 - E. Resolution 2024-06 Adopting Final Tax Rates and Budget
 - F. Frontier Days
6. Council Business
 - A. Council Reports
 - B. Planner Reports
 - C. Engineer Reports
 - D. Mayor Reports
7. (As Needed) Closed Executive Session to Discuss Pending or Reasonably Imminent Litigation, Purchase, Exchange, or Lease of Property and/or the Character, Professional Competence or Physical or Mental Health of an Individual.
8. Adjournment

I certify that this notice has been posted in three (3) public places and on the Utah State Public Notice Website. Attested by Suzanne Gillett City Recorder. **In Compliance with the American Disabilities Act, individuals needing special accommodations during this hearing should notify Suzanne Gillett at (435) 783-6236 at least three days prior to the hearing.**



Staff Report

To: Francis Planning Commission

From: Katie Henneuse

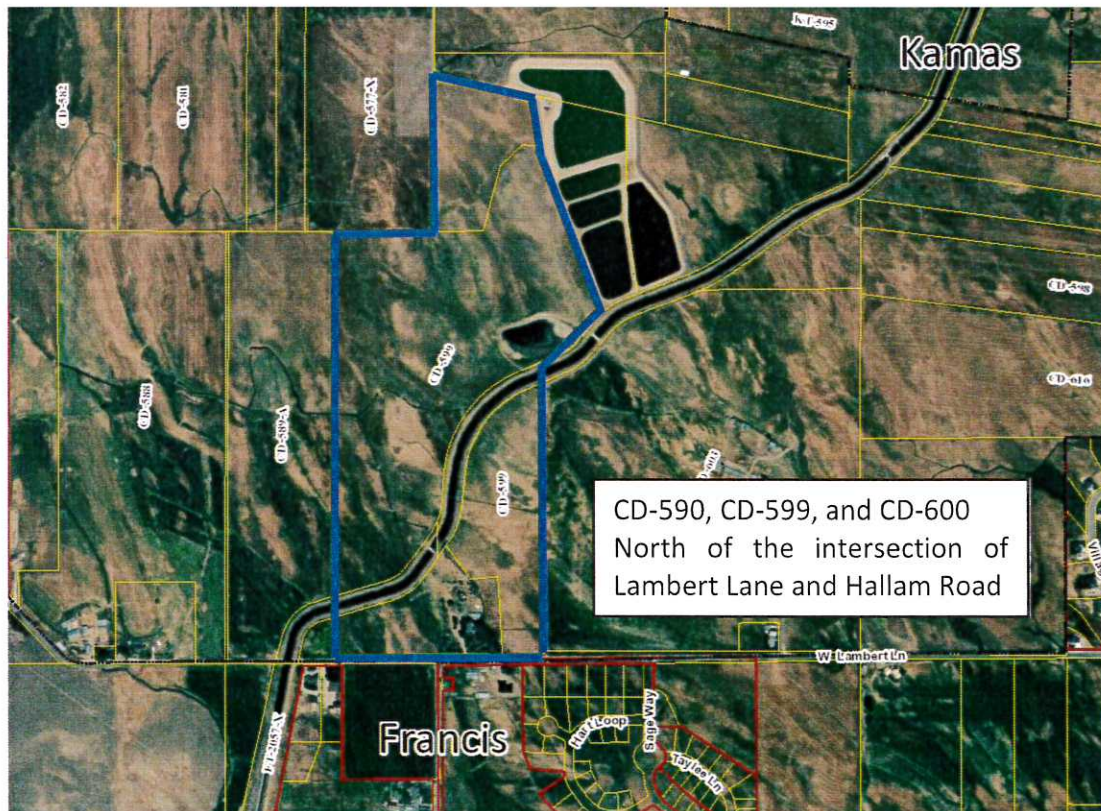
Report Date: June 12, 2024

Meeting Date: June 20, 2024

Title: Burton Ranch Annexation

Type of Item: Legislative

Map and Location:



Executive Summary:

In March 2024, Richard Rapp with Annapurna Capital Partners, LP, filed an annexation petition for three parcels (CD-590, CD-599, and CD-600). These parcels comprise 92.19 acres on the northern side of the City's annexation declaration area, near the intersection of Lambert Lane and Hallam Road. The applicant is proposing to develop approximately 25 acres south of the canal and one acre north of the canal as a 104-unit residential subdivision named Burton Ranch. The remaining 66 acres of open space north of the canal will be placed in an agricultural conservation easement.

Background:

A Joint Work Session with the City Council and the Planning Commission was held on May 2nd, 2024, to discuss the potential annexation.

The City Council accepted the annexation petition for further consideration on April 11th, 2024.

The applicant petitioned the City Council for annexation of the same property in September 2022. The concept plan proposed residential development on the north and south side of the canal as well as a small commercial-zoned area. The petition was denied.

Annexation Process:

1. Annexations are initiated by a Notice of Intent which is filed with the City and the County. The County mails notices to property owners within the area proposed for annexation and to property owners within 300 feet of the proposed annexation.
2. Annexation petitions are filed with the City Recorder. The applicant delivers a copy of the petition to the County the same day the petition is filed with the City.
3. The City Council evaluates the petition at their next regularly scheduled meeting. The City Council may accept or deny the petition for further consideration.
4. If the petition is denied, notice is mailed to the applicant and the County.
5. If the petition is accepted, the City further evaluates the petition. First, the City Recorder and City Attorney determine if the petition meets the requirements of State Law. If it does, the City will certify the petition and then post and mail notice as required by State Law, beginning a 30 day protest period.
6. A public hearing before the Planning Commission occurs during or after the protest period and the Planning Commission issues a recommendation. The City Council holds a public hearing after the protest period and grants or denies the petition.

Analysis – Annexation and the General Plan:

The General Plan sets the following land use goals and policies which should be considered in relation to this application.

Land Use Goal 1 Encourage development that respects and preserves the character of Francis.	
Policy 1A	Encourage residential development to occur in conservation subdivisions, preserving open space.
Policy 1C	Support continuation of agricultural land uses in Francis.
Policy 1D	Identify and designate environmentally sensitive lands, scenic views, and important open spaces to limit the adverse impacts of development on and near these lands.
Policy 1E	Maintain an open space system that enhances quality of life, is interconnected, preserves environmental quality, and protects development from natural hazards.

A conservation subdivision is planned in the annexation area, following the General Plan guidance. Over 70% of the land will continue to be used for agriculture in perpetuity. 30% of the land will be developed and will no longer be used for agriculture. The property is under contract for six million dollars. If the City purchased the property and kept it all conserved as open space, the cost would be approximately \$10,000 per household.

The open space is adjacent to the City's sewer ponds. The City's continued use of these ponds and their potential expansion will be protected by the large buffer of open space. If this land is not annexed and future development is allowed to occur near the ponds, the City may need to purchase this property as a buffer.

The National Wetlands Inventory shows that there are potential wetlands in the development area (attached). The applicant should be required to complete a wetlands study before plat approval.

The open space area is connected to other agricultural areas and is near the Ure property which is under contract by Summit County for potential conserved open space.

Land Use Goal 2 Carefully plan for growth, ensuring development occurs in suitable locations.	
Policy 2A	Prioritize development within the existing Francis boundaries.
Policy 2B	Guide land use and growth decisions through application of the General Plan, Zoning Map, and the Future Land Use Map.
Policy 2C	Density increases should be considered only upon demonstration of adequate infrastructure, resource availability, and benefit.

There are over 500 entitled housing units within current City boundaries that have not applied for a building permit. It also may be more desirable to fill in areas near the center of the city before extending the boundary northward.

The Future Land Use Map shows this area being zone AG-2.

The City should evaluate whether it can provide water and sewer infrastructure for an additional 104 units. Adequate water shares will need to be turned in by the applicant to supply water for the development.

There are several benefits of this annexation – the conserved open space, especially in proximity to the City’s sewer ponds is the main benefit. This property was formerly in the West Hills incorporation area but was excluded per the applicant’s request. Another benefit if annexed, is that it would be within the City’s jurisdiction.

Analysis – Annexation and City Code (Section 17.10):

Prior to City Council action on the petition, the City Code says the City Planner “Shall review the application and survey of the annexation area ... and evaluate the feasibility of the subject expansion of the City’s boundaries.”

When considering annexation, the City Code directs the City Council to, “Strive to avoid gaps between or overlaps with the expansion areas of other municipalities; consider the population growth projections for Francis City and adjoining areas for the next 20 years; consider current and projected costs of infrastructure, urban services, and necessary public facilities; facilitate full development of areas within Francis City; expand infrastructure, services and facilities into the area being considered for inclusion in the expansion area when practical and feasible; consider, in conjunction with Francis City’s general plan, the need over the next 20 years for additional land suitable for residential, commercial, and industrial development; consider the reasons for including agricultural lands, forest, recreation areas, and wildlife management areas in Francis City.”

The area proposed for annexation does not create any islands or peninsulas. It is near other new developments and is within the City’s annexation declaration area (see attached map). It was formerly in the West Hills incorporation boundaries but was excluded per the applicant’s request. It is not within any other municipality’s annexation declaration area.

The City’s population is projected to grow by approximately 1,000 in the next 20 years. Estimating two people per household, 500 new units need to be built to accommodate this growth. There are over 500 residential units already entitled in the City.

Projected Population Growth

	2020	2030	2040	2050	2060
Summit County	42,701	44,136	50,630	55,099	59,603
Francis City	1,614	1,838	2,363	2,976	3,851

Water and sewer infrastructure are located nearby in the Hart Crossing subdivision.

The main access roads are Lambert Lane and Democrat Alley. The applicant provided a Trip Generation Memo (attached). The memo's findings are summarized as, "The road network in the area has the capacity to accommodate the projected demand of the site. An intersection analysis and new counts would be needed to determine the access level of service and delay for the turning movement ingress and egress." Although the existing roads have the capacity to accommodate this new subdivision, an additional study is recommended to determine if a turn lane on Lambert Lane be required.

Summit County has been planning for several years to build a collector street from Hallam Road to SR 248 through this or nearby property. The purpose of the collector street is to provide a more direct route to SR 248 for the increased traffic from the new nearby development in the Wild Willow, Hart Crossing, and Hidden Meadows subdivisions and take it off Lambert Lane. An easement for this future right-of-way is shown on the concept plan. Staff had discussions with representatives from Summit County. The County Council also discussed this proposed annexation and the collector street at their meeting on June 5th. Although no clear direction was given by the County, it is likely that Francis City will be responsible for building the collector street to the boundary if this property is annexed into Francis City.

Analysis – Zoning and Concept Plan

The concept plan submitted with the petition proposes an AG-1 conservation subdivision. The Future Land Use Map projects the area being zoned AG-2.

Conservation subdivisions allow for the clustering of residential lots, while preserving open space areas. In the AG-1 zone, a conservation subdivision is required to have a minimum of 50% open space. The concept plan submitted by the applicant places over 70% of the annexed land in open space.

Conservation subdivisions offer a development incentive. In the AG-1 zone the incentive is 15%. The property is 92.19 acres, which allows for up to 92 units plus 14 incentive units. The maximum allowed number of units is 106. The applicant is proposing 104 units. Townhomes are allowed at up to 25% of the total number of units. 21 townhome units are planned, which is less than 25% of the total number of units.

A narrow alley that is not the width of the standard City right-of-way is shown to provide access to the townhomes and some of the single-family homes. Staff recommends that the City get approval from the Fire District for this layout prior to annexation.

Lots 51-54 have driveway access from Lambert Lane. Lots 37-43 and 80-83 have access on the future collector street through the subdivision. The City tries to avoid driveways on collector streets.

Section 17.25.010 Double frontage lots and access to lots says, "Lots shall not, in general, derive access exclusively from an arterial or collector street. Where driveway access from an arterial or collector street may be necessary for several adjoining lots, the Planning Commission and City Council may require that such lots be served by a combined access drive in order to limit possible traffic hazards on such street. Where possible, driveways shall be designed and arranged so as to avoid requiring vehicles to back into traffic on arterials or collectors."

Section 17.25.110 *Access to highway, arterial, or collector streets*, says, "Where a subdivision borders on or contains an existing or proposed highway, arterial, or collector, the Planning Commission and City Council may require that access to such streets be limited by one of the following means:

1. The subdivision lots back onto the highway, arterial, or collector and front onto a parallel local street with no direct access to the primary arterial or collector, and screening provided by a strip of land along the rear property line such as lots.
2. A series of U-shaped streets or short loops entered from and designed generally at right angles to such a parallel street, with the rear lines of their terminal lots backing onto the highway, arterial, or collector roadway."

The concept plan shows that the collector street right-of-way is planned to be 60 feet. The City Code says, "The minimum street width for a collector street shall be 44 feet and the minimum street right-of-way shall be 70 feet."

Staff Recommendation:

Discuss the benefits and drawbacks of this annexation. This item is legislative, and the Planning Commission may take any of the following actions:

- Positively recommend the annexation for approval, suggesting conditions for approval such as widening the collector right-of-way to 70 feet, updating the concept plan so there is no direct access to lots from Lambert Lane or the collector street, performing an intersection study to determine if turn lanes on Lambert Lane should be required, getting approval from the Fire District for the alley, and completing a wetlands study prior to plat approval.
- Negatively recommend the annexation for approval.
- Table this item if there is insufficient information to make a decision.

Community Review:

A public hearing is required. Notices for the hearing were posted and mailed in accordance with State and City Code.

VICINITY MAP



GENERAL NOTES

- 1) Basis of Easement. A Survey No. 98-57700, "East along the Section Four and the South County Survey of said Section 19, Township 22 North, Range 36 North in Summit County, Minnesota, call for set original survey of said Section 19 in said Township 22 North, Range 36 North, Section 19 in a 1/4 mile wide strip below top of spillway as shown on a Summit County 1/4 sheet
- 2) The purpose of the survey is to provide a boundary for the above described easement.
- 3) All descriptions planned provided by Chain's Chain Company. The Survey issued by High County, Illinois dated 1/10/2009.
- 4) *Minion Family Properties, LLC (Kati Barham)* reclaimed Cliff Barham's Survey. This is a complete Boundary Survey based on descriptions provided
- 5) The fences have been determined to be the best evidence of the boundary. The survey was determined by the call out of the Cornerstone Survey of the Victory March in file with the Summit County Survey filed at the intersection of two fences and in a tunnel of stone.
- 6) This survey only addresses the outside boundary and does not address any easements or other rights that may affect this. This is one of a field survey.
- 7) The field work for this plat was completed in November of 2019.
- 8) See note concerning Chain Right of Way this page.

DESCRIPTION PROVIDED BY CLIENT

Panel 1

[illegible]

Less and accepting the Weber Provo Diversion Canal Right-of-Way as described on page 2 of this survey.

Containing 4,288.636 sq. ft. or 98.3725 acres gross

Containing 4 023.747 sq ft or 92 3725 acres net (after Canal Excavation)

Taken from the Matt Clarke Welch Provo Diversion Canal Right-of-Way Improvement Survey of 2005
accepted by G. Keith Dennis of Provo River Water Users

[illegible]

ABBREVIATIONS

5" ADS = IRRIGATION PIPE
 TP = CONTROL POINT
 DRA = DRAIN APPROACH
 DOW = POWER DOWNGUT
 FH = FIRE HYDRANT
 PL = PRESSURIZED
 IRRIGATION AND VALVE
 PLP = LIGHT POLE
 OVB = OVERHEAD POWER
 PB = POWER BOX
 SET REF. A/C AP

UNLESS NOTED
DIFFERENTLY

FENCE LINES

CLIFF PETERSON LAND SERVICES
SURVEYING PLANNING ENGINEERING

BOUNDARY SURVEY

489-3156 • (801) 372-3810

Kelli Burton
280 W Lambert Lane, Francis, Utah

489-3150 - (801) 372-3810
Chloe Peterson P.I. S.

NOTES ON CONTRIBUTORS

Chiff' Robinson P. I. S.

NOVEMBER 2019

2010 Annual Report to Members and Stakeholders

12

May 1, 2024



TRANSPORTATION ENGINEERING

RE: Burton Ranch – Trip Generation Memo– Francis, UT

The following is a trip generation memo for the proposed Burton Ranch, a residential development located off Lambert Road at 980 West 1200 South in Francis, Utah. The 92.19 acre site is proposing 84 single family homes and 21 townhomes.

DEVELOPMENT DATA	
TOTAL ACRES	92.19 AC
CONSERVATION OPEN SPACE	67.46 AC
NEIGHBORHOOD OPEN SPACE	1.41 AC
TOTAL OPEN SPACE	68.87 (74.7%)
SINGLE FAMILY LOTS	84 UNITS
TOWNHOMES	21 UNITS

Figure 1 identifies the site location and Figure 2 shows the proposed land uses for the development.



Figure 1: Site Location

Trip Generation

Trip generation rates for different types of land uses typically come from the Institute of Transportation Engineers (ITE) *Trip Generation* Manual. Based on the land use assumption type and size of the building, the projected traffic generated by the site is determined. For the proposed 84 single family homes and 21 townhomes, ITE projects 72 AM, 95 PM and 947 Daily trips.

Table 1: ITE Trip Rate and Generation

ITE Trip Manual	Size	Land Use	Trip Rate			Trips		
			AM	PM	Daily	AM	PM	Daily
Single Family Homes	84	210	0.74	0.99	9.44	62	83	793
Townhomes	21	220	0.46	0.56	7.32	10	12	154
Total						72	95	947

Roadway Traffic and Capacity

This section of 1200 South is Federal Aid Route (FAR) 2121. As a rural two-lane arterial 1200 South has an approximate capacity of 19,500 Average Daily Trips (ADT). In 2019, UDOT recorded 410 ADT on the roadway indicating that this road is operating at 2.1% of its capacity so the roadway has sufficient capacity to accommodate the projected traffic in demand. The site will be served by the three proposed accesses to the site with the primary aligning with 1000 West as shown in Figure 2.

In January 2022, A-Trans engineering provided a traffic study for Hidden Meadows Ranch located to the south of 1200 South. In that study, traffic counts were completed at the 1000 West and 1200 South intersection and are shown in Figure 3.



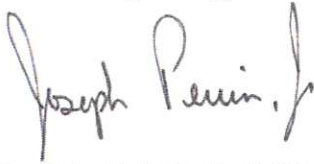
Figure 3: 2022 - 1000 West / 1200 South intersection Counts

The road network in the area has the capacity to accommodate the projected demand of the site. An intersection analysis and new counts would be needed to determine the access level of service and delay for the turning movement ingress and egress.

Please let me know if you have any questions.

Sincerely,

A-Trans Engineering

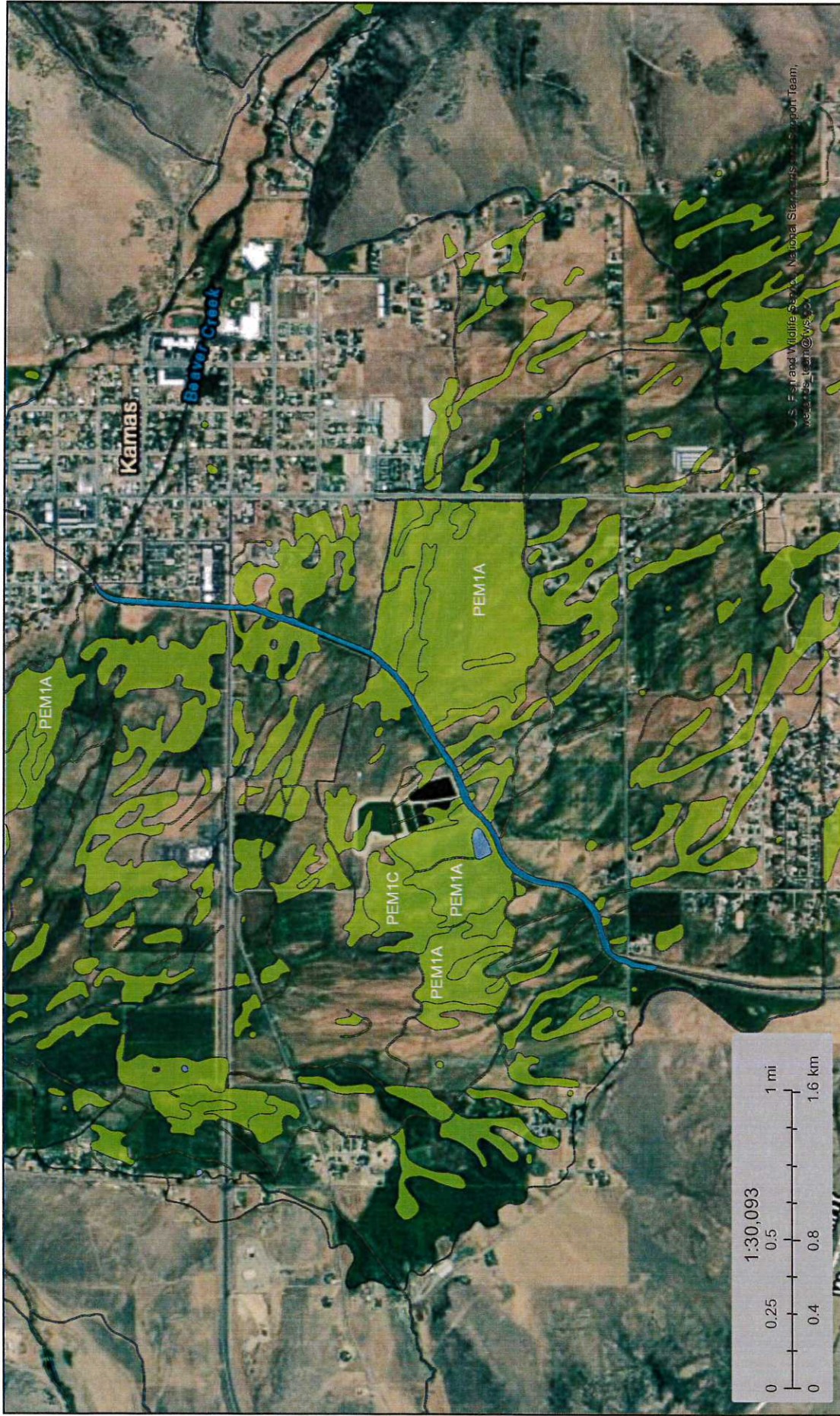
A handwritten signature in dark ink, reading "Joseph Perrin, Jr." in a cursive style.

Joseph Perrin, PhD, PE, PTOE
Principal



U.S. Fish and Wildlife Service
National Wetlands Inventory

Burton Ranch



June 13, 2024

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.



Staff Report

To: Francis City Council

From: Katie Henneuse

Report Date: June 19, 2024

Meeting Date: July 11, 2024

Title: Stewart Ranches Second Final Plat Extension Request

Executive Summary:

The City Code states that plats expire if not recorded within one year after final approval. The City Council may grant an extension of the deadline "for good cause shown".

The recording deadline for Phases 5, 6, and 7 was extended last year until June 1, 2024. The recording deadline for Phase 11 was extended until July 14, 2024. The project engineer wrote a letter requesting another 1-year extension. He said the delay is caused by the slowdown in the market due to higher interest rates (see attached).

Subdivision	Final Plat Approval	First Extension	Requested Extension
Stewart Ranches Phase 5	11/11/2021	6/1/2024	6/1/2025
Stewart Ranches Phase 6	11/11/2021	6/1/2024	6/1/2025
Stewart Ranches Phase 7	11/11/2021	6/1/2024	6/1/2025
Stewart Ranches Phase 11	7/14/2022	7/14/2024	7/14/2025

City Code:

17.35.130 Expiration of approval.

Staff Recommendation:

Staff recommends granting the extensions as requested for three reasons:

- Infrastructure construction is about halfway complete for Phases 5, 6, and 7.
- The Development Agreements obligates the city to approve the subdivision as platted.
- The subdivision design conforms to the current City Code.

Community Review:

A public hearing is not required for this item.



GATEWAY CONSULTING, Inc

P.O. BOX 951005 SOUTH JORDAN, UT 84095

PH: (801) 694-5848

paul@gatewayconsultingllc.com

June 18, 2024

Katie Henneuse
Francis Town Planning department

Re: 1 year extension for Stewart Ranches phases 5,6,7, and 11

Dear Scott,

I would like to extend the entitlements for the Stewart Ranches phase 5,6,7, and 11 lot subdivision projects for 1 year. The time delay was due to house interest rates slowing down the market for new home construction. Phase 5,6,7 is half way through construction and planned to be asphalted and plat recorded this fall. Phase 11 will start after 5,6 and 7. We would like to record phase 5,6, and 7 plats within a year.

If you have any questions give me a call at 801-694-5848.

Thanks

Paul Watson P.E.
Project Engineer
Gateway Consulting, Inc.
801-694-5848



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Thanks

Paul Watson P.E.
Project Engineer
Gateway Consulting, Inc.
801-694-5848

WHEN RECORDED, MAIL TO:

Francis City
Attn: Mayor
2317 South Spring Hollow Road
Francis, Utah 84036

Affects Parcel No(s): Parcel Nos. CD-2000-6, CD-2000-A, CD-2065-2067-C, CD-2065-A, CD-2657-X, CE-1, CD-3-A, CE-2-AM, CD-3, FR-2 and FR-3

**HIDDEN MEADOWS RANCHES
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this _____ day of _____, 20____, by and between **HIDDEN MEADOWS RANCHES UTAH, LLC**, a Utah limited liability company and their applicable permitted successors and/or assigns (collectively, hereinafter called "Developer"), and the **CITY OF FRANCIS**, a political subdivision of the State of Utah (hereinafter called the "City"). Developer and the City are, from time to time, hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City, acting pursuant to its authority under Utah Code Ann. Section 10-9a-101, *et. seq.*, in compliance with the Francis City Land Use Ordinance, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, has made certain determinations with respect to the proposed Hidden Meadows Ranches Subdivision and therefore has elected to approve and enter into this Agreement in order to advance the policies, goals, and objectives of the City, and the health, safety, and general welfare of the public.

B. Developer has a legal interest in certain real property located in the City as described in **Exhibit A** attached hereto (the "Property").

C. Developer intends to develop the Property as one or more subdivision(s) consisting of five (5) phases, containing a combined total of approximately 134 single family lots. This development project is commonly known generally as the Hidden Meadows Ranches Subdivision (the "Development"). The development project is approximately 579.54 acres in total and is currently located in the AG-2 zone.

D. Each Party acknowledges that it is entering into this Agreement voluntarily. Developer and the City consent to all of the terms of the Agreement as valid conditions of development.

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, and for other good and valuable consideration the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. EFFECTIVE DATE AND TERM

1.1 Effective Date.

This Agreement will become effective on the date it, and its Exhibits, as applicable, are executed by both Developer and the City (the "Effective Date") and any other required parties. Prior to recordation of the Agreement, the Effective Date will be inserted in the introductory paragraph preceding the Recitals.

1.2 Term.

The term of this Agreement (the "Term") will commence upon the Effective Date and continue for a period of 25 years from the Effective Date. Unless otherwise agreed in writing between the City and Developer, Developer's vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder will terminate, but none of the dedications, easements, licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement will be rescinded or limited in any manner.

Section 2. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized will have that meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including its Exhibits.

"Annexation Agreement" means the Annexation Agreement for the Hidden Meadows Ranch Subdivision Annexation dated November 23, 2022.

"Applicable Law" has that meaning set forth in Section 4.2 of this Agreement.

"Governing Body" means the Francis City Council.

"Changes in the Law" has that meaning set forth in Section 4.2 of this Agreement.

"Conditions to Current Approvals" has the meaning set forth in Section 3.1(b) of this Agreement.

"City" means the City of Francis and will include, unless otherwise provided, any and all of the City's agencies, departments, officials, employees or agents.

"City General Plan" or "General Plan" means the General Plan of the City of Francis.

"Developer" has that meaning set forth in the preamble, and will also include Developer's successors and/or assigns, including but not limited to any homeowners' association which may succeed to control of all or any portion of the Project.

"Director" means the Director of the Francis City Planning Department, or his or her designee.

"Effective Date" has that meaning set forth in Section 1.1 of this Agreement.

"Notice of Compliance" has that meaning set forth in Section 8.1 of this Agreement.

"Planning Commission" means the Francis City Planning Commission.

"Project" will mean the Property and the development on the Property, which is the subject of this Agreement as well as any ancillary and additional improvements or endeavors incident thereto.

"Property" will mean the parcel or parcels of land which are the subject of this Agreement and which are more particularly described in **Exhibit A**.

"Subsequent Approval" means a City approval or permit, which is not otherwise provided for in this Agreement, and which is reasonably necessary for completion of the Project as reasonably determined by the City.

Section 3. OBLIGATIONS OF DEVELOPER AND THE CITY

3.1 Obligations of Developer.

(a) **Generally.** The Parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of the City set forth herein is material consideration for Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein.

(b) **Conditions to Current Approvals.** Developer will comply with all of the following Conditions to Current Approvals:

- (1) ***Payment of Fees:*** Prior to executing this Agreement, Developer paid Francis City an annexation fee of \$8,000 per lot. In addition to the total annexation fee, which Developer has paid, and as a condition of developing the Property, Developer will also pay all engineering and reasonable attorney fees and other outside consultant fees incurred by the City in relation to the Project, as authorized by the version of the Francis City Fee and Rate Ordinance in effect at the time the fee is charged. All fees, including outstanding fees for prior plan checks (whether or not such checks are currently valid) will be paid current

prior to the recording of any plat or the issuance of any building permit for the Project or any portion thereof.

- (2) **Phasing:** The Project and its improvements will be recorded, bonded for and constructed in five (5) separate phases, as shown on the “**Project Plans**”. The plat for Phase 1 shall be recorded prior to the recording of the plats for any other phase. Construction of Phases 1 and 2 may happen simultaneously, provided that construction of Phase 1 shall be completed before construction begins on Phases 3, 4, or 5. The Project Plans are attached hereto as **Exhibit B**.
- (3) **Construction and/or Dedication of Project Improvements:** Developer agrees to construct and/or dedicate project improvements as reasonably directed by the City in the ordinary course, including but not limited to roads, driveways, landscaping, water, sewer, and other utilities as shown on the approved final plans and in accordance with current City standards. Developer will satisfactorily complete construction of all Project improvements for each phase in a good and workmanlike manner no later than two (2) years after the recording of the plat for that phase, subject to reasonable delays due to events of force majeure. Developer also agrees to comply with the following, at its own expense:

(a) Water:

1. Developer shall install any necessary facilities, both onsite and offsite to connect the parcels within the Development, and any lots or units contained thereon, to the Francis City culinary water system, at Developer’ own expense.
2. At the time of commencement of development, Developer (or Developer’ affiliate(s), as applicable) shall supply and dedicate sufficient water rights to the City for the Development, pursuant to all City ordinances and policies and applicable State law, to provide for (i) culinary water in all constructed residences within the Development (as and when the same are constructed); and (ii) the irrigation of all land (pursuant to minimum required standard of non-agricultural use property), as necessary, within the Development. The Parties agree that Developer may satisfy the conditions of this Agreement by dedicating a sufficient amount of water rights to cover the total water demand for the Development, even if the specific amounts of water dedicated for culinary or irrigation use, or vice versa, do not equal the culinary or irrigation demands of the Development, subject to the City

approving all change applications needed for the City to divert and use the dedicated water rights.

3. The Parties further agree that the change application will be based on shares Developer owns in the New Washington Irrigation Company and the Beaver and Shingle Creek Irrigation Company. Developer will endorse the certificates for such shares to the City and deliver the endorsed shares to the City upon the execution of this Agreement. The City shall hold the endorsed shares in escrow until such time as the Utah Division of Water Rights ("Division") issues a final and unappealable decision on the change application. If the Division approves the change application in a manner that is satisfactory to the City, the City shall update title of the shares with the respective irrigation companies and Developer shall take any steps needed to convey its interest in the change application to the City. If, however, the Division of Water Rights issues a final decision that rejects the change application or approves the change application subject to conditions that are unacceptable to the Parties, the City shall return the shares to Developer when the decision become unappealable. Developer shall then dedicate additional water rights or shares to the City that satisfy the conditions of this Agreement.
4. The Parties agree that Rusty Webster, a co-owner of Developer, shall be responsible, at his sole cost and expense, for filing and prosecuting the change application(s) and any request(s) for reconsideration or appeals, which Rusty Webster may nor may not file in his sole discretion after consulting with the City and Developer. The Parties further agree that Rusty Webster's obligation to file and prosecute the change application is not assignable to another person or entity without the City's express written permission as provided in Section 9.
5. Developer agrees to provide a well site parcel ("Well Site") within the Development. The location of the Well Site shall be mutually agreed upon between the City and Developer.
6. Developer agrees to provide a parcel for the installation of a City water tank ("Water Tank"). The location of, and access to the parcel shall be mutually agreed upon between the City and Developer.
7. To supply secondary irrigation water to the Development, Developer agrees to provide a parcel for the installation of an irrigation reservoir and well that

shall connect to and expand the pressurized irrigation system in the nearby Hart Ranch Subdivision. The location of, and access to the parcel shall be mutually agreed upon between the City and Developer;

8. The City shall be responsible for constructing a well at the Well Site, provided, however, that in lieu of constructing a pressurized secondary irrigation system Developer shall provide a total of \$900,000 towards the City's construction of the well, which Developer shall pay in three installments of \$300,000, which Developer shall pay to the City prior to recording of the plats for Phase 2, Phase 3, and Phase 4.
9. Developer agrees to complete the steps described in this Subparagraph prior to or concurrently with receiving final construction inspection approval for any infrastructure to be installed in any subdivision in the Development.

(b) Streets:

1. All required street improvements and trails and/or sidewalks within the Development as mutually agreed upon shall be constructed at Developer's expense.
2. All street improvements within the Development shall conform to Francis City standards and be approved by the City.
3. Trails and /or sidewalks within the Development shall conform to Francis City standards and be approved by the City.
 - (i) Approximately, but no less than 4 miles of public non-motorized trails connecting to Rocky Top Trail – the trail route shall be of hard-packed dirt and shall be approved by the City. The trail easement shall be granted to the City.
 - (ii) Parking at trailhead of at least 0.2 acres. The area shall be suitable for all weather parking of motor vehicles but is not required to be paved. The trail must be at least 4 feet wide with grades of no steeper than 20%.
4. All street connections to County roads shall meet both City and County road standards.
5. Developer has conducted a traffic study that did not identify any deficiencies.
6. Developer shall construct a fence along the boundary of the canal between the canal and residential homes.

(c) Sewer: In order to conduct development on the Development, Developer shall install any necessary facilities, both onsite and offsite, to connect the parcels within the Development, and any lots or units contained thereon, to the City's sewer system, at Developer's own expense.

(d) Additional Requirements Applicable to Developer

1. Prior to obtaining approval for any project located on the Development, Developer shall submit and obtain City approval of a plan to provide for safe and adequate storm water drainage at Developer's expense, throughout the Development Parcels.
2. The subdivision will consist of no more than 134 (one hundred thirty-four) single family home lots and approximately 477.83 acres of open space, as shown on the Project Plans in Exhibit B. Development approval of the proposed project will be governed by all standard City ordinances and policies, unless explicitly modified by this Agreement.
3. Nothing herein shall be construed to relieve Developer of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges, at the time of permit application or pulling permits, in the ordinary course, as part of the development process, as set forth in the existing City fee schedule. These costs will be paid pursuant to the escrow account procedures and other procedures set forth in City ordinances and policies.

(4) **Weed Control**: Developer will reasonably control, mow or trim weeds and vegetation at all times in all areas of the Project. Developer may assign this obligation to a successor including the applicable homeowner's association(s) for the Project. Any CC&Rs will be provided to the City for review and given an opportunity to provide feedback and alternative language as the City deems necessary for the purposes of ensuring adequate weed control is in place following Developer's conveyance of the obligations in this Section.

(5) **Retention Ponds**: Developer will construct retention ponds as per locations and details shown in the construction drawings that will function as part of the Project's storm water disposal system.

- (6) **Frontage Area:** Once the Project improvements receive final construction inspection approval, each owner of a lot within the Project will at all times be responsible to conduct proper maintenance, landscaping and snow removal in the area in front of the lot up to the public road.
- (7) **Warranty:** Consistent with City standards, Developer will provide a one-year warranty for the operation of all infrastructure improvements beginning upon the infrastructure improvement(s)'s dedication to the City.
- (8) **Bonding:** Developer agrees to post bonds in amounts and types established by the City related to the performance of Developer's construction obligations for the Project, pursuant to current City ordinances and standards including Francis Code Section 17.40.020.
- (9) **Annexation Agreement:** Developer, and its successors or assigns, will comply with all requirements of the Annexation Agreement executed with the City to the extent the Annexation Agreement is consistent with this Development Agreement.
- (10) **Ditch Easements:** Developer agrees to observe all easements with ditch companies, irrigation companies and private ditches affected by land within the Project and to show such easements on the subdivision plat(s).
- (11) **Executed and Recorded Conservation Easements:** Developer has preliminary approval for a Conservation Subdivision, subject to compliance with all applicable laws and City requirements, and will place all open space areas under a conservation easement consistent with City Code and approved by the City Council prior to the recording of any plat of the Project. Copies of the Conservation Easement are attached hereto as **Exhibit C**.

3.2 Obligations of the City.

(a) **Generally.** The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth herein.

(b) **Conditions to Current Approvals.** The City will not impose any further conditions other than those detailed in this Agreement and on the Project Plans, unless agreed to in writing by the Parties.

(c) **Acceptance of Improvements.** The City agrees to accept all Project improvements constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that (1) the Francis City Planning and Engineering Departments promptly review and approve the plans for any Project improvements prior to construction; (2) Developer permits Francis City Planning and Engineering representatives to inspect upon request any and all of

said Project improvements during the course of construction; (3) the Project improvements have been inspected by a licensed engineer who certifies that the Project improvements have been constructed in accordance with the plans and specifications; (4) Developer has warranted the Project improvements as required by the Francis City Planning and Engineering Departments; and (5) the Project improvements pass a final inspection by the Francis City Public Works and Engineering Departments.

Section 4. VESTED RIGHTS AND APPLICABLE LAW

4.1 Vested Rights.

(a) **Generally.** As of the Effective Date of this Agreement, Developer will have the vested right to develop the Property only in accordance with this Agreement and Applicable Law.

(b) **Reserved Legislative Powers.** Nothing in this Agreement will limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under its police power, such legislation will not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law.

(c) **Zoning.** The Property is zoned AG-1, a zone which, in conjunction with Francis Code Chapter 17.60 (Conservation Subdivision), accommodates and allows the development contemplated by this Agreement and depicted in the Project Plans.

(d) **Rights to Develop.** To the maximum extent permitted at both law and equity, the Parties intend that this Agreement grant Developer all rights to develop the Project in fulfillment of this Agreement, the Applicable Law, and the Project Plans, except as specifically provided herein.

(e) **Vested Rights.** The Parties specifically intend that this Agreement grant to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. Section 10-9a-509. As of the date of this Agreement, the City confirms that the uses, configurations, densities, and other development standards reflected in the Final Plat are approved under, and consistent with, the City's existing laws, Zoning Map, and General Plan. City grants to Developer the vested right to develop and construct the Project in accordance with the Project Plans.

4.2 Applicable Law.

(a) **Applicable Law.** The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") will be in accordance with

those set forth in the Conditions to Current Approvals set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City ordinances and resolutions, in force and effect on the date the City Council granted preliminary approval to Developer. Developer expressly acknowledges and agrees that nothing in this Agreement will be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats, including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City. The Parties agree that the Development shall not receive a density bonus and that the requirements of Chapter 17.55 of the Francis City Municipal Code do not apply.

(b) State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement will not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement will be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

Section 5. AMENDMENT.

Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement will require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project. Each person or entity (other than the City and Developer) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 5. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Developer.

Section 6. COOPERATION-IMPLEMENTATION

6.1 Processing of Subsequent Approvals.

(a) Upon submission by Developer of all appropriate applications and processing fees for any Subsequent Approval to be granted by the City, the City will promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval application including, without limitation, (i) the notice and holding of all required public hearings, and (ii) granting the Subsequent Approval application as set forth below.

(b) The City's obligations under Section 6.1(a) of this Agreement are conditioned on Developer's provision to the City, in a timely manner, of all documents, applications, plans, and

other information necessary for the City to meet such obligations. It is the express intent of Developer and the City to cooperate and work diligently and in good faith to promptly obtain and issues any and all Subsequent Approvals.

(c) The City may deny an application for a Subsequent Approval by Developer only if (i) such application does not comply with Applicable Law, (ii) such application is inconsistent with the Conditions to Current Approvals, or (iii) the City is unable to make all findings related to the Subsequent Approval required by Applicable Law. The City may approve an application for such a Subsequent Approval subject to any conditions reasonably necessary to bring the Subsequent Approval into compliance with Applicable Law or to make the Subsequent Approval consistent with the Conditions to Current Approvals, so long as such conditions comply with Section 4.1(b) of this Agreement.

(d) If the City denies any application for a Subsequent Approval, the City must specify in reasonable detail the modifications required to obtain approval of such application. Any such specified modifications must be consistent with Applicable Law and Section 4.1(b) of this Agreement. The City will promptly approve the application if subsequently resubmitted for the City's review and the application complies with the specified modifications.

6.2 Other Governmental Permits.

(a) Developer will apply for such other permits and approvals as may be required by other governmental or quasi-governmental agencies in connection with the development of, or the provision of services to the Project.

(b) The City will cooperate with Developer in its efforts to obtain such permits and approvals, provided that such cooperation complies with Section 4.1(b) of this Agreement. However, the City will not be required by this Agreement to join, or become a party to any manner of litigation or administrative proceeding instituted to obtain a permit or approval from, or otherwise involving any other governmental or quasi-governmental agency.

Section 7. DEFAULT; TERMINATION; ANNUAL REVIEW

7.1 General Provisions.

(a) **Defaults.** Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, will constitute a default under this Agreement. Any notice given pursuant to the preceding sentence will specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, will be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this

Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default will exist and the noticing Party will take no further action.

(b) Termination. If the City elects to consider terminating this Agreement due to a material uncured default of Developer, then the City will give to Developer a written notice of intent to terminate this Agreement and the matter will be scheduled for consideration and review by the City Council at a duly noticed public meeting. Developer will have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City Council will send written notice of termination of this Agreement to Developer by certified mail and this Agreement will thereby be terminated thirty (30) days thereafter. In addition, the City may thereafter pursue any and all remedies at law or equity. By presenting evidence at such hearing, Developer does not waive any and all remedies available to Developer at law or in equity.

7.2 Review by City

(a) Generally. The City may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer will provide any and all information requested by the City to substantiate Developer's compliance with the terms and conditions of this Agreement within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) Determination of Non-Compliance. If the City Council finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the City may deliver a Default Notice pursuant to Section 7.1(a) of this Agreement. If the default is not cured timely by Developer, the City may terminate this Agreement as provided in Section 7.1(b) of this Agreement.

7.3 Default by the City.

In the event the City defaults under the terms of this Agreement, Developer will have all rights and remedies provided in Section 7.1 of this Agreement and provided under Applicable Law.

7.4 Enforced Delay; Extension of Time of Performance.

Notwithstanding anything to the contrary contained herein, neither Party will be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, global health crisis, pandemics or epidemics (it being understood that the parties will use reasonable efforts which are consistent with accepted practices in the real estate industry, and in compliance with applicable health department regulations, to resume performance as soon as practicable under the circumstances), restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the

request of either Party hereto, an extension of time for such cause will be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

Section 8. NOTICE OF COMPLIANCE

8.1 Timing and Content.

Within fifteen (15) days following any written request which Developer may make from time to time, the City will execute and deliver to Developer a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the City, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer. Developer will be permitted to record the Notice of Compliance.

8.2 Failure to Deliver.

Failure to deliver a Notice of Compliance within the time set forth in Section 8.1 will constitute a presumption that as of fifteen (15) days from the date of Developer's written request (i) this Agreement was in full force and effect without modification except as may be represented by Developer; and (ii) there were no uncured defaults in the performance of Developer. Nothing in this Section, however, will preclude the City from conducting a review under Section 7.2 or issuing a notice of default, notice of intent to terminate or notice of termination under Section 7.1 of this Agreement for defaults which commenced prior to the presumption created under this Section, and which have continued uncured.

Section 9. CHANGE IN DEVELOPER, ASSIGNMENT, TRANSFER AND NOTICE.

The rights of the Developer under this agreement may be transferred or assigned, in whole or in part, with the written consent of the City. Developer will give notice to the City of any proposed transfer or assignment at least thirty (30) days prior to the proposed date of the assignment. The City will not unreasonably withhold, delay, or condition its consent to a proposed transfer or assignment of the rights and obligations of Developer under this Agreement.

Section 10. MISCELLANEOUS

10.1 Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

10.2 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this

Agreement, or the application of this Agreement to other situations, will continue in full force and effect unless amended or modified by mutual consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.

10.3 Other Necessary Acts. Each Party will execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement, the Conditions to Current Approvals, and Subsequent Approvals and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

10.4 Construction. Each reference in this Agreement to any of the Conditions to Current Approvals or Subsequent Approvals will be deemed to refer to the Condition to Current Approval or Subsequent Approval as it may be amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities will be construed against the drafting Party will apply to the interpretation or enforcement of this Agreement.

10.5 Other Miscellaneous Terms. The singular will include the plural; the masculine gender will include the feminine; "will" and "shall" are mandatory; "may" is permissive.

10.6 Covenants Running with the Land and Manner of Enforcement.

The provisions of this Agreement will constitute real covenants, contract and property rights and equitable servitudes, which will run with all of the land subject to this Agreement. The burdens and benefits of this Agreement will bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project will (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

The City may look to Developer, its successors and/or assigns, an owners' association governing any portion of the Project, or other like association, or individual lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. The City may, but is not required to, perform any obligation of Developer that Developer fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Agreement will constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project.

10.7 Waiver. No action taken by any Party will be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.

10.8 Remedies. Either Party may institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement; provided, however, that no action for monetary damages may be maintained by either party against the other party for any act or failure to act relating to any subject covered by this Agreement (with the exception of actions secured by liens against real property), notwithstanding any other language contained elsewhere in this Agreement. In no event will either Party be entitled to recover from the other Party either directly or indirectly, legal costs or attorneys' fees in any action instituted to enforce the terms of this Agreement (with the exception of actions secured by liens against real property).

10.9 Utah Law. This Agreement will be construed and enforced in accordance with the laws of the State of Utah.

10.10 Other Public Agencies. The City will not unreasonably withhold, condition, or delay its determination to enter into any agreement with another public agency concerning the subject matter and provisions of this Agreement if necessary or desirable for the development of the Project and if such agreement is consistent with this Agreement and Applicable Law. Nothing in this Agreement will require that the City take any legal action concerning other public agencies and their provision of services or facilities other than with regard to compliance by any such other public agency with any agreement between such public agency and the City concerning subject matter and provisions of this Agreement.

10.11 Attorneys' Fees. In the event of any litigation or arbitration between the Parties regarding an alleged breach of this Agreement, neither Party will be entitled to any award of reasonable attorneys' fees.

10.12 Covenant of Good Faith and Fair Dealing. Each Party will use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

10.13 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

10.14 No Third-Party Beneficiaries. This Agreement is between the City and Developer. No other party will be deemed a third-party beneficiary or have any rights under this Agreement.

Section 11. NOTICES

Any notice or communication required hereunder between the City and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication will be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice will be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications will be given. Such notices or communications will be given to the Parties at their addresses set forth below:

If to the City:

Mayor
Francis City
2317 Spring Hollow Rd.
Francis, UT 84036

With Copies to:

Brad Christopherson
Francis City Attorney
2118 E 3900 S #300
Holladay, UT 84124

If to Developer:

Kurt Christensen
P.O. Box 1606
Provo, UT 84601

With Copies to:

Rusty Webster
P.O. Box 1061
Kamas, Utah 84036

Section 12. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

Unless otherwise noted herein, this Agreement, including its Exhibits, is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof, provided that this Agreement incorporates the Parties' Annexation Agreement. If there is a conflict between any provision in this Agreement and any provision in the Annexation Agreement, the provisions of this Agreement will control. All waivers of the provisions of this Agreement will be in writing and signed by the appropriate authorities of the City and Developer. This Agreement may be executed in one or more counterparts.

Section 13. SIGNING AND RECORDATION OF AGREEMENT

Unless City and Developer mutually agree otherwise, this Agreement must be signed by both Developer and the City no later than ninety (90) days after the Agreement is approved by a vote of the Francis City Council, or else the City's approval of the Project will be rescinded. The City Recorder will cause to be recorded, at Developer's expense, a fully-executed copy of this Agreement in the Official Records of the County of Summit no later than the date on which the first plat for the Project is recorded.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the City as of the date and year first above written.

CITY OF FRANCIS:

Attest:

JEREMIE FORMAN
Mayor

SUZANNE GILLETT
City Recorder

STATE OF UTAH)
 ss:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Jeremie Forman, who executed the foregoing instrument in his capacity as the Mayor of the City of Francis, Utah, and by Suzanne Gillett, who executed the foregoing instrument in her capacity as the Francis City Recorder.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

HIDDEN MEADOWS RANCHES, UTAH, LLC

Signature

By: (Print Name) _____

Its: (Title) _____

Signature

By: (Print Name) _____

Its: (Title) _____

STATE OF UTAH)
 :ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, who executed the foregoing instrument in his/her capacity
as _____ of _____.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

Exhibit A

LEGAL DESCRIPTIONS OF THE PROPERTIES

BEGINNING AT A FOUND SUMMIT COUNTY MONUMENT FOR THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE S89°49'25"E 1331.85 FEET ALONG THE SECTION LINE; THENCE N62°13'50"E 1001.55 FEET; THENCE N11°15'12"E 89.67 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAMBERT LANE SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 767.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N16°32'22"E; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR COURSES: (1) 116.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'21", WITH A CHORD BEARING AND DISTANCE OF S69°06'28"E 116.43 FEET; (2) S64°45'17"E 216.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 367.00 FEET; (3) 134.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°58'35", WITH A CHORD BEARING AND DISTANCE OF S54°15'59"E 133.61 FEET; (4) S43°46'42"E 475.13 FEET TO A POINT ON THE SECTION LINE; THENCE N89°19'48"E 1357.34 FEET ALONG THE SECTION LINE; THENCE S12°18'04"W 414.74 FEET; THENCE N79°01'56"W 9.37 FEET; THENCE S10°58'04"W 400.00 FEET; THENCE S14°00'04"W 828.50 FEET; THENCE S08°37'04"W 170.19 FEET; THENCE S13°05'04"W 164.53 FEET; THENCE S01°59'57"W 111.17 FEET; THENCE S08°37'04"W 88.75 FEET; THENCE S01°50'04"W 1651.59 FEET; THENCE N64°53'56"W 38.04 FEET; THENCE S19°51'40"W 140.60 FEET; THENCE S89°57'56"E 152.61 FEET; THENCE S17°38'04"W 100.42 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST OF SECTION 30; THENCE S89°30'13"W 1188.53 FEET ALONG SAID NORTH LINE TO THE TO A POINT ON THE QUARTER SECTION LINE; THENCE S00°13'29"E 743.36 FEET ALONG SAID QUARTER SECTION LINE TO A POINT ON THE WASATCH/SUMMIT COUNTY LINE; THENCE ALONG THE SUMMIT/WASATCH COUNTY LINE THE FOLLOWING EIGHT COURSES: (1) N41°13'22"W 155.77 FEET; (2) N36°17'45"W 1207.32 FEET; (3) N44°10'15"W 823.81 FEET; (4) N73°21'15"W 779.87 FEET; (5) N67°13'33"W 1821.95 FEET; (6) N45°16'33"W 951.93 FEET; (7) N69°23'10"W 1779.65 FEET; (8) N82°06'23"W 507.57 FEET TO A POINT ON AN EXISTING FENCE LINE; THENCE N00°09'37"W 748.88 FEET ALONG SAID FENCE LINE TO A POINT ON THE SECTION LINE; THENCE N89°53'30"E 3983.14 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING TO THE POINT OF BEGINNING.

PARCEL CONTAINS 477.986 ACRES

Exhibit B

PROJECT PLANS

DRAFT

Exhibit C

CONSERVATION EASEMENT

DRAFT

WHEN RECORDED, MAIL TO:

Francis City
Attn: Mayor
2317 South Spring Hollow Road
Francis, Utah 84036

Affects Parcel No(s): FT-2065-2067-C, FT-2067-A, FT-2000-6, FT-2000-A, FT-587-F

CONSERVATION EASEMENT
(AGRICULTURAL)

THIS CONSERVATION EASEMENT is made this ___ day of _____ 2024, by HIDDEN MEADOWS RANCHES UTAH, LLC, a Utah limited liability company, whose mailing address is P.O. Box 1606, Provo, Utah 84601 ("**Grantor**"), in favor of FRANCIS CITY, a municipal corporation and political subdivision of the State of Utah, whose mailing address is 2317 South Spring Hollow Road, Francis, Utah 84036 ("**Grantee**").

RECITALS:

WHEREAS, Grantor is the sole owner in fee simple title of certain real property located within Francis City, Summit County, State of Utah, which property is more particularly described herein at Section 2 (the "**Property**"); and

WHEREAS, the Property possesses agricultural, scenic, aesthetic, open space, and pasture land (collectively referred to as "**Conservation Values**") of great importance to the Grantor, the Grantee, and the public; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained in agricultural production by the maintenance of the agricultural values hereof and that the open space and scenic values of the Property be preserved by continuation of the agricultural and ranching use of the Property; and

WHEREAS, Grantor and Grantee both believe that the continuation of the agricultural and ranching use of the Property has historically proven compatible with the Conservation Values; and

WHEREAS, Grantor intends to preserve and protect the Conservation Values of the Property as agricultural and to protect the Property from future development in perpetuity through this Easement and dedication of the same to Grantee; and

WHEREAS, Grantee is a governmental entity and a tax-exempt entity under Section 501(c) of the *Internal Revenue Code* qualified to acquire a conservation easement under the terms of *Utah Code Ann. §§ 57-18-2 and -3*, as amended.

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly the Utah Land Conservation Easement Act as set forth in *Utah Code Ann. § 57-18-1. et seq.*, as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows:

1. Conveyance. Grantor hereby grants and warrants to Grantee, a perpetual conservation easement as hereinafter defined (the “**Easement**”) over and across all the Property to preserve, restore and protect the Conservation Values present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

2. Property. The Property subject to this Easement consists of approximately 385.655 acres of that certain real property located in Francis City, Summit County, State of Utah, which Property is more particularly described in **Exhibit “1,”** attached hereto and incorporated herein by this reference.

3. Current Use and Condition of Property. The Property presently consists of actively farmed agricultural and pasture land.

4. Purpose. Grantor is the fee simple title owner of the Property and is committed to preserving the Conservation Values of the Property. The purpose of this Easement is to assure that the Property will be retained forever in its scenic and agricultural condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Any use of the Property which may impair or interfere with the Conservation Values, unless expressly permitted in this Easement, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the Conservation Values of the Property, including continuation of the historical use of the Property for farming and ranching.

5. Duration. The duration of the Easement shall be perpetual.

6. Permitted and Conditional Uses.

a. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are permitted:

i. Conservation of open land in its natural state.

ii. Grazing of livestock consistent with Francis City Ordinances (the “**Francis Code**”), excluding associated buildings or residences and commercial livestock operations involving swine, poultry and mink. Livestock grazing shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the conservation values of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture -Natural Resource Conservation Service, and shall not materially degrade or deteriorate the Conservation Values of

Hidden Meadow Ranches Utah, LLC Development Agreement

the Property.

iii. Pastureland for sheep, cows and horses in designated areas shall be subject to applicable Francis Code and compliance with any and all other applicable regulations.

iv. The growing, harvesting, management of crops and related general agricultural uses.

v. Trails or public pathways in designated areas only as delineated in Exhibit 2.

vi. A stream.

vii. Underground utility facilities and easements for drainage, sewer, water, or other public facilities and purposes, including easements for maintenance access to such facilities, in locations as approved by Francis City, subject to any other applicable rules and regulations and subject to restoration of the Property to its natural condition within a reasonable time frame not to exceed ninety (90) days, unless otherwise agreed to in writing by the Grantee, which restoration shall be conducted to the reasonable satisfaction of the Grantee to protect and preserve the Conservation Values of the Property.

viii. Existing fences may be repaired and replaced, and new fences may be built on the Property as necessary and appropriate in connection with permitted or conditional uses such as grazing and equestrian uses.

b. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property may be permitted as a conditional use, subject to obtaining a conditional use permit from Francis City for such use in accordance with Francis Code regarding the same and compliance with any and all applicable regulations of the U.S. Army Corps of Engineers. Such uses must also be permitted or conditional in the zone in which the Property is located.

i. Non-commercial and non-motorized recreational use of the Property, such as trails, bikeways, playing fields and playgrounds, in designated areas only.

ii. Community open space uses, such as village greens, commons, picnic areas, community gardens, trails, and similar low-impact passive recreational uses, excluding motorized vehicles, firearm shooting ranges, and commercial uses, in designated areas only.

iii. Water structures, improvements, marshlands, wetlands, riparian communities and ponds may be established, constructed and maintained on the Property, provided such structures or improvements are consistent with the

Conservation Values and purposes of this Easement.

iv. New associated buildings and structures, such as barns and paddocks, for approved equestrian animals as permitted under Subsection (a)(ii) and (iii), in designated areas only.

7. Prohibited Uses. Any activity on or use of the Property not specifically listed as a permitted or conditional use or activity as set forth herein and/or any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the Conservation Values is expressly prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a. Any residential, commercial or industrial activity.
- b. Any development, construction or location of any man-made modification or improvements such as buildings, structures, fences, roads, parking lots, or other improvement on the Property, except as expressly permitted in this Easement.
- c. Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the Property.
- d. Any dumping or storing of ashes, trash, garbage or junk on the Property.
- e. The manipulation or alteration of natural watercourses, wetlands, or riparian communities, except as expressly permitted herein or as approved by the Francis City and the U.S. Army Corps of Engineers, necessary for the use of the Property and then, in any event, only to the extent that such manipulation or alteration shall not result in a significant injury to or the destruction of significant Conservation Values.
- f. Burning of any materials on the Property, except as necessary for agricultural, drainage and fire protection purposes.
- g. The use of motor vehicles other than tractors and farm equipment, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain and operate the Property and to maintain and operate utility lines running through the Property, in accordance with the terms and conditions of such approved use and the maintenance plan for the Property.
- h. Hunting or trapping for any purpose other than predatory or problem animal control on the Property.
- i. Advertising of any kind or nature on the Property and any billboards or signs; provided, directory and information signs may be displayed describing the Conservation Easement and prohibited or authorized use of the same.
- j. The division, subdivision or *de facto* subdivision of the Property or as Hidden Meadow Ranches Utah, LLC Development Agreement

necessary and desirable to dedicate a portion of the underlying fee to a qualified conservation organization in accordance with the purposes and intent of this Easement for the preservation, protection and enhancement of the Conservation Values of the Property.

k. Changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other material, except as necessary to conduct specific agricultural purposes or to construct other structures, conditions or improvements as permitted herein.

l. Any development, location, or storage of any personal property, vehicles, recreational equipment, or other residential uses such as trampolines, patios, gazebos, sports courts, barbeques, etc.

m. All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

8. Rights of the Grantee. Grantor confers the following rights upon Grantee to perpetually maintain the Conservation Values of the Property and to accomplish the purpose of this Easement.

a. Grantee has the right to enforce the terms of this Easement for the purpose of preserving and protecting the Conservation Values of the Property.

b. Grantee has the right, after written request and coordination with Grantor and confirmed in writing by Grantor, to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights herein granted; provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.

c. Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the Conservation Values of the Property.

d. Grantee has the right to require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.

e. Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.

9. Duties of the Grantor. Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. In accordance with rights reserved in Grantor by this Easement, Grantor shall be subject to all terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement and to take reasonable actions to preserve and protect the Conservation Values of the Property.

10. Enforcement of Easement.

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a. Notice and Demand. If Grantee determines that Grantor is in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

b. Failure to Act. If for a 30-day period after the date of the written notice from Grantee to Grantor, the Grantor continues violating the Easement, or if the Grantor does not abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorney's fees incurred by the Grantee compelling such compliance.

c. Absence of Grantor. If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee shall make good-faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the Conservation Values, then the Grantee may pursue its lawful remedies without prior notice and without waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs reasonably incurred by Grantee in pursuing such remedies.

d. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened events of non-compliance under this Easement constitute immediate and irreparable harm. The Grantee is entitled to invoke the equitable jurisdiction of the court to enforce this Easement.

e. Injunctive Relief and Restoration. Any violation of the Easement shall be subject to termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that monetary damages and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

f. Cumulative Remedies. The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

g. Waiver. A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

11. Permitted Construction and Maintenance Activities.

a. Grantor hereby reserves the right to enter upon the Property to conduct the following activities: to construct such structures and improvements permitted herein in conjunction with the Conservation Values and any permitted and conditional uses of the Property.

b. This Easement is subject to the rights of Grantor, Francis City or any other agency or utility to enter upon the Property for the construction, installation, operation and maintenance of underground public utilities as permitted herein. The responsible person, entity or utility company in interest, shall, at its sole cost and expense, promptly restore the Property affected by such activities to as near as reasonably practicable the same condition as existed immediately prior to such activities. Nothing herein shall be deemed a grant of an easement to Francis City or to any utility; the foregoing is set forth only to establish uses or activities which may be allowed on the Property.

12. Extinguishment of Development Rights. Except as otherwise reserved to the Grantor in this Easement, all development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

13. Maintenance Plan.

a. Ownership. Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement.

b. Maintenance Responsibilities. The Property shall be maintained by Grantor as actively farmed agricultural and pasture land in accordance with the terms of this Easement. The farming and ranching activities on the Property will vary from year to year based on a variety of factors, including, without limitation, annual rainfall and temperatures and the number and type of animals grazing on the Property (including migrating wildlife and ranch animals). Cow/calf pairs or equivalent animals will inhabit the Property for 4-6 weeks during the spring (May-June) and fall (October-November). An annual recovery period for the Property will be approximately 120 days from mid-June to mid-September. Grantor shall be solely responsible for the upkeep and maintenance of the Property. If Grantor fails to maintain the Property, the Grantee may provide or cause to be provided such maintenance necessary to preserve and protect the Conservation Values of the Property. Any costs incurred by the Grantee in providing such maintenance shall be reimbursed by Grantor within thirty (30) days from receipt of invoicing from Grantee.

c. Pastures and Meadows. Pastures and meadows will be maintained in accordance with subsection 13.b, above, and good range stewardship techniques.

d. Cropland. Active farming of any cropland will be consistent with good stewardship techniques and the Conservation Values of the Property.

e. Trail. Grantor will cut and open a trail to the public conforming to Francis City standards. The trail will be no less than 4 miles of public nonmotorized trails connecting to Rocky Top Trail. The trail route shall be of hard-packed dirt and subject to City approval. The exact location of the trail is yet to be specified, but the plan is to connect it to an existing trail on the neighboring property to the south and that trail will be cut somewhere along the ridge running north and connect to Lambert Lane.

f. Trailhead. Grantor will develop a trailhead area accessible from public roads with limited signage and a parking area of no less than 0.2 acres. The area shall be suitable for all weather parking of motor vehicles but is not required to be paved. A kiosk sign with a map of the trail(s) shall be constructed and installed at Developer's expense. The trail shall be marked with distance or directional signs at least every ½ mile and at trail forks.

g. Conveyance of Trail and Trailhead. Upon completion of the trail and trailhead, Grantor shall convey the trail system on the Property by easement to the City. Grantor shall maintain and bear the costs of the maintenance and creation of the trail system until the earlier of (i) acceptance of the trail system by the City; or (ii) the end of one year following completion of the trail system.

h. Funding Plan. The farming and ranching activities on the Property will vary from year to year based on a variety of factors, including, without limitation, annual rainfall and temperatures and the number and type of animals grazing on the Property (including migrating wildlife and ranch animals). Grantor shall observe industry standard staff needs for active farming and ranching. Grantor shall maintain insurance pursuant to Section 15 of this Easement. All funds needed for maintaining the property will come from the revenue of the active farming and ranching activities on or related to the Property.

14. Taxes. Grantor shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property, including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor shall reimburse Grantee for the same within thirty (30) days from receipt of invoicing from Grantee.

15. Indemnification and Insurance.

a. Grantor shall indemnify Grantee and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, to the extent arising from Grantor's actions on the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and shall name Grantee as an additional insured party on all such insurance policies, providing Grantee evidence of such insurance upon request.

b. Grantee shall indemnify Grantor and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, to the extent arising from Grantee's actions on the Property, unless due to the gross negligence or willful misconduct of Grantor.

c. If Grantee enters any fenced portion of the Property without Grantor's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, Grantee is deemed to have done so with gross negligence or willful misconduct and Grantor shall have no liability whatsoever associated with any incident related to Grantee's entrance onto such fenced portion of the Property.

16. Transfer of Grantee's Interest. If the Grantee determines that it no longer is able to enforce its rights under this instrument or that it no longer desires to enforce the rights, or desires to assign enforcement rights to a qualified organization under Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*, the Grantee shall be entitled to convey in whole or in part all of its rights under this instrument and deliver a copy of this instrument to an organization designated by the Grantee and described in or contemplated by Section 501(c)(3) and/or 170(h)(3) of the Code, or the comparable provision in any subsequent revision of the Code, to ensure that the Easement is enforced. Furthermore, the Grantee is hereby expressly prohibited from subsequently transferring the Easement, whether or not for consideration, unless (a) the Grantee, as a condition of the subsequent transfer, requires that the conservation purposes which the Easement is intended to advance continue to be carried out; and (b) the transferee is an organization qualifying at the time of the transfer as an eligible donee under Section 501(c)(3) and/or 170(h)(3) of the Code and regulations promulgated thereunder.

17. Cessation of Grantee's Existence. If Grantee shall cease to exist or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Easement shall become vested in another entity. Any successor entity shall be a qualified organization for the purposes of Section 501(c)(3) and/or 170(h)(3) of the *Internal Revenue Code*.

18. Termination of the Easement. This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the purpose of the Easement or by exercise of eminent domain in accordance with the provisions set forth herein. If Grantee may acquire title to the Property and become an Owner for purposes of this Easement such ownership shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. The Grantee shall not voluntarily or willingly allow the termination of any of the restrictions of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement. If subsequent circumstances render the purposes of this Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings.

19. Transfer of Grantor's Interest. The Grantor shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Any such transfer of interest shall be subject to the restrictions set forth in this Easement. The failure of the Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon proper and permitted conveyance of title to the Property, the Grantor shall be released from its obligations under this Easement.

20. Notices. Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following, or to such other address as the Grantee or Grantor shall from time to time designate by written notice.

To Grantee: Francis City
Attn: Mayor
2317 South Spring Hollow Road
Francis, Utah 84036

To Grantor:

Kurt Christensen
P.O. Box 1606
Provo, UT 84601

With Copies to:

Rusty Webster
P.O. Box 1061
Kamas, Utah 84036

21. Title Warranty. Grantor warrants that it has good and sufficient title to the Property, free from all encumbrances except those set forth in **Exhibit "2,"** attached hereto and incorporated herein by this reference, and hereby promises to defend the same against claims made on its behalf against it.

22. Subsequent Encumbrances. This Easement shall not restrict the right of Grantor or its successors or assigns to execute, deliver and record mortgages on the Property or to grant other rights or easements in respect of the Property, subject to the terms and conditions set forth herein. The grant of any easement or use restriction that might diminish or impair the Conservation Values of the Property is prohibited. Any lien or security interest of a mortgage and any easement or other right created subsequent to the date hereof shall be subject to and subordinate to this Easement.

23. Environmental Warranty. Grantor warrants that it has no actual knowledge of threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold

Hidden Meadow Ranches Utah, LLC Development Agreement

Grantee harmless from, any and all loss, cost, claim, liability or expense, including reasonable attorney's fees to the extent arising from or with respect to any release of hazardous waste or violation of environmental laws the Property caused by Grantor or those acting on its behalf, unless due to the gross negligence or willful misconduct of Grantee.

24. Recordation. The Grantee shall record this instrument in timely fashion in the official records of Summit County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.

25. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

26. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of *Utah Code Ann. § 57-18-1, et seq.*, as amended, and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

27. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

28. Joint Obligation. Subject to the provisions set forth herein, the obligations imposed by this Easement upon Grantor or Grantors shall be joint and several.

29. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Grantee, the Grantor, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

30. Entire Agreement. This Easement, together with all exhibits, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions and understandings.

31. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

32. Amendments. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend the Easement; provided, that no amendment shall be allowed that affects the qualification of the Easement under the IRS Code 170(h), or any regulation promulgated thereunder, or the Utah Land Conservation Easement Act, as set forth in *Utah Code Ann. §§ 57-18-1, et seq.*, as amended. Any amendment to this Easement shall be consistent with the purposes of this Easement, shall not affect

its perpetual duration, and shall not impair any of the significant Conservation Values of the Property. Any such amendment shall be in writing, signed by both parties, and recorded in the official records of Summit County, Utah. Any proposed amendments to this Easement shall require, at a minimum, a public hearing before the City Council and fourteen (14) day advance notice to the public by publishing notice as required by Utah Code.

(Signature page to follow)

DRAFT

GRANTOR:
HIDDEN MEADOWS RANCHES UTAH, LLC

By: _____
Its: _____

STATE OF UTAH }
 : ss.
COUNTY OF _____ }

On the ____ day of _____, 2024, _____ personally appeared before me and duly acknowledged that he executed the foregoing Conservation Easement (Agricultural) for the purposes stated therein after proving on the basis of satisfactory evidence to the person whose name is subscribed to this instrument.

Notary Public

Exhibit 1

Legal Description of Property

**CONSERVATION EASEMENT-HIDDEN MEADOWS (PARCEL B ON PROPOSED
HIDDEN MEADOWS SUBDIVISION PLAT 1)**

BEGINNING AT THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE MERIDIAN (BASIS OF BEARINGS BEING S89°49'25"E 2663.71 FEET BETWEEN THE NORTHWEST AND NORTH QUARTER CORNERS OF SECTION 30);
THENCE S89°49'25"E 1331.85 FEET ALONG THE SECTION LINE TO THE SOUTHWEST CORNER OF WEBSTER ESTATES PLAT A SUBDIVISION; THENCE ALONG SAID WEBSTER ESTATES PLAT A SUBDIVISION THE FOLLOWING TWO COURSES: (1) N62°13'50"E 1001.55 FEET; (2) N11°15'12"E 89.67 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF LAMBERT LANE, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 767.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N16°32'22"E; THENCE 116.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08°42'21", WITH A CHORD BEARING AND DISTANCE OF S69°06'28"E 116.43 FEET; THENCE S64°45'17"E 216.66 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 367.00 FEET; THENCE 134.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°58'35", WITH A CHORD BEARING AND DISTANCE OF S54°15'59"E 133.61 FEET; THENCE S43°46'42"E 443.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 38.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N59°36'03"W; THENCE 47.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71°31'32", WITH A CHORD BEARING AND DISTANCE OF S05°21'49"E 44.42 FEET; THENCE S41°07'35"E 12.06 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 42.00 FEET; THENCE 17.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°04'38", WITH A CHORD BEARING AND DISTANCE OF S29°05'15"E 17.52 FEET; THENCE S17°02'56"E 128.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 122.73 FEET AND TO WHICH POINT A RADIAL LINE BEARS N70°26'42"E; THENCE 273.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 127°29'35", WITH A CHORD BEARING AND DISTANCE OF S44°11'29"W 220.14 FEET; THENCE N72°03'43"W 400.42 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 108.00 FEET; THENCE 111.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°01'21", WITH A CHORD BEARING AND DISTANCE OF S78°25'36"W 106.40 FEET; THENCE S48°54'56"W 60.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 192.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S41°01'03"E; THENCE 48.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°28'19", WITH A CHORD BEARING AND DISTANCE OF S56°13'06"W 48.37 FEET;

Hidden Meadow Ranches Utah, LLC Development Agreement

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THENCE S66°37'17"W 122.45 FEET; THENCE N23°22'43"W 5.00 FEET; THENCE S66°37'17"W 384.40 FEET; THENCE S40°42'24"W 274.33 FEET; THENCE S04°47'54"W 165.29 FEET; THENCE S46°02'34"W 246.78 FEET; THENCE S32°24'52"E 204.18 FEET; THENCE S84°11'51"E 150.89 FEET; THENCE N37°13'45"E 301.74 FEET; THENCE S64°41'43"E 352.73 FEET; THENCE N45°55'17"E 214.34 FEET; THENCE N44°56'30"W 696.36 FEET; THENCE N66°37'17"E 458.53 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 149.93 FEET; THENCE 54.00 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 20°38'09", WITH A CHORD BEARING AND DISTANCE OF N56°18'12"E 53.71 FEET; THENCE N48°54'56"E 60.08 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 92.00 FEET; THENCE 94.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°01'21", WITH A CHORD BEARING AND DISTANCE OF N78°25'36"E 90.64 FEET; THENCE S72°03'43"E 400.42 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 138.73 FEET; THENCE 308.33 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 127°20'38", WITH A CHORD BEARING AND DISTANCE OF N44°15'57"E 248.68 FEET; THENCE S54°57'35"E 116.68 FEET; THENCE S56°03'27"E 125.37 FEET; THENCE S52°18'11"E 201.20 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 213.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S61°07'18"E; THENCE 40.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°00'53", WITH A CHORD BEARING AND DISTANCE OF S34°23'09"W 40.88 FEET; THENCE N56°27'03"W 220.41 FEET; THENCE S79°47'23"W 279.22 FEET; THENCE S36°07'40"W 268.82 FEET; THENCE S07°10'00"W 206.32 FEET; THENCE S64°54'44"E 73.70 FEET; THENCE S37°50'21"E 73.37 FEET; THENCE S07°30'59"E 127.29 FEET; THENCE N68°42'10"E 147.90 FEET; THENCE S27°24'21"E 100.51 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 273.00 FEET; THENCE 54.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°21'36", WITH A CHORD BEARING AND DISTANCE OF S21°43'33"E 54.04 FEET; THENCE S16°02'45"E 45.28 FEET; THENCE S83°34'01"W 57.20 FEET; THENCE N74°16'31"W 160.32 FEET; THENCE S09°58'09"E 69.05 FEET; THENCE S16°02'45"E 165.38 FEET; THENCE N83°36'47"E 59.05 FEET; THENCE S53°15'13"E 81.90 FEET; THENCE N73°57'15"E 59.43 FEET; THENCE N14°39'01"W 28.28 FEET; THENCE N19°09'51"E 55.76 FEET; THENCE S16°02'45"E 258.41 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1223.00 FEET; THENCE 560.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°14'41", WITH A CHORD BEARING AND DISTANCE OF S02°55'25"E 555.32 FEET; THENCE S10°11'56"W 75.88 FEET; THENCE N79°48'04"W 150.00 FEET; THENCE S10°11'56"W 393.66 FEET; THENCE S06°51'57"E 282.71 FEET; THENCE S59°51'14"E 60.72 FEET; THENCE S01°01'55"W 53.96 FEET; THENCE N83°13'17"E 108.93 FEET; THENCE S06°37'44"E 48.27 FEET; THENCE S82°59'28"W 112.21 FEET; THENCE S04°19'01"E 276.94 FEET; THENCE S01°14'42"E 132.98 FEET; THENCE S24°07'16"E 54.27 FEET; THENCE S35°48'16"W 33.08 FEET; THENCE S06°38'20"E 197.17 FEET; THENCE S00°38'14"W 73.55 FEET; THENCE S28°58'05"E 153.28 FEET; THENCE S52°46'03"E 147.77 FEET; THENCE S76°07'32"E 147.77 FEET; THENCE N80°30'58"E 147.77 FEET; THENCE N57°09'29"E 147.77 FEET; THENCE N29°37'54"E 103.95 FEET; THENCE N44°31'15"W 110.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE

CONCAVE WESTERLY HAVING A RADIUS OF 247.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S68°24'08"E; THENCE 11.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°33'47", WITH A CHORD BEARING AND DISTANCE OF N20°18'58"E 11.05 FEET; THENCE S44°31'15"E 22.34 FEET; THENCE N89°58'59"E 120.46 FEET; THENCE S01°50'04"W 77.03 FEET; THENCE N64°53'56"W 38.04 FEET; THENCE S19°51'40"W 140.60 FEET; THENCE S89°57'56"E 152.61 FEET; THENCE S17°38'04"W 100.42 FEET; THENCE S89°30'13"W 1188.53 FEET; THENCE S00°13'29"E 743.36 FEET TO A POINT ON THE WASATCH/SUMMIT COUNTY LINE; THENCE ALONG SAID SUMMIT/WASATCH COUNTY LINE THE FOLLOWING EIGHT COURSES: (1) N41°13'22"W 155.77 FEET; (2) N36°17'45"W 1207.32 FEET; (3) N44°10'15"W 823.81 FEET; (4) N73°21'15"W 779.87 FEET; (5) N67°13'33"W 1821.95 FEET; (6) N45°16'33"W 951.93 FEET; (7) N69°23'10"W 1779.65 FEET; (8) N82°06'23"W 507.57 FEET; THENCE N00°09'37"W 748.88 FEET TO A POINT ON THE SECTION LINE; THENCE N89°53'30"E 3983.14 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.
PARCEL CONTAINS 385.655 ACRES

Exhibit 2

Trails Map

DRAFT

Exhibit 3

Hidden Meadow Ranches Utah, LLC Development Agreement
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The property is in the name of Hidden Meadows Ranches Utah, LLC, is not subject to a mortgage and there are no other encumbrances.

DRAFT

Fraud Risk Assessment

Continued

*Total Points Earned: 355 / 395 *Risk Level: Very Low Low Moderate High Very High
 > 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	X	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	X	5
b. Procurement?	X	5
c. Ethical behavior?	X	5
d. Reporting fraud and abuse?	X	5
e. Travel?	X	5
f. Credit/Purchasing cards (where applicable)?	X	5
g. Personal use of entity assets?	X	5
h. IT and computer security?	X	5
i. Cash receipting and deposits?	X	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team? <i>Belonging software & accounting</i>	X	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	X	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	X	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	X	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year? <i>Recorder & Treasurer</i>	X	20
7. Does the entity have or promote a fraud hotline?		20
8. Does the entity have a formal internal audit function?	X	20
9. Does the entity have a formal audit committee?		20

*Entity Name: Francis City

*Completed for Fiscal Year Ending: 2025 *Completion Date: 7-2-2024

*CAO Name: Jeremie Forman *CFO Name: Suzanne Gillett

*CAO Signature: _____ *CFO Signature: Suzanne Gillett

*Required

Basic Separation of Duties

See the following page for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?			X	
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".			X	
4. Are all the people who have access to blank checks different from those who are authorized signers?	X			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?			X	
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".			X	
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

* MC = Mitigating Control

Utah State Tax Commission - Property Tax Division
Resolution Adopting Final Tax Rates and Budgets

Rev. 02/15

Tax Year: 2024

FRANCIS CITY

2024

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 29-2-920.

Title: _____

Utah State Tax Commission - Property Tax Division
Tax Rate Summary (693)
ENTITY: 3020 FRANCIS CITY

Form PT-693

Rev. 2/15

SUMMIT COUNTY

Tax Year: 2024

The Board of Trustees for the above special district has set the current year's tax rates as follows:

Purpose of Tax Rate (Code from Utah Code Annotated)	Auditor's Tax Rate	Proposed Tax Rate	Maximum By Law	Budgeted Revenue
10 General Operations §11-5-112	0.001054	0.001054	.007	432,416
Total Tax Rate	0.001054	0.001054	Total Revenue	\$432,416

Certification by Taxing Entity

I, Suzanne Gillett, as authorized agent, hereby certify that this statement is true and correct and in compliance with all sections of the Utah State Code relating to the tax rate setting process.

Signature: Suzanne Gillett Date: 7-1-2024

Title: City Recorder Telephone: 435-783-6236

Mailing address: 2317 So. Spring Hollow Rd. Francis UT 84036

CERTIFIED TAX RATES



View Data Entry Reports Forms Administration
Tax Year 2024 County 22_SUMMIT Entity 3020_FRANCIS CITY

Accounting Cycle Fiscal Year

Tax Rate Summary (693) CTY

Data Entry (Auditor)	Auditor's Certified Rate Approved	Data Entry (Entity)	Proposed Rates Entity Approved	Proposed Rates County Approved	Proposed Rates USTC Approved "OK to Print"	Final Tax Rates USTC Approved	Rates Finalized
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Proposed Tax Rate Value: \$ 410,261,485
Budgeted Revenue / Proposed Tax Rate Value = Proposed Tax Rate

(1) Budget Code	(2) Budget Name	(3) Election Date	(4) Voted Rate Limit	(5) Utah Annotated Code	(6) Maximum By Law	(7) Calculated Certified Tax Rate	(8) Auditor's Certified Tax Rate	(9) Auditor's Certified Rate Revenue	(10) Proposed Tax Rate	(11) Burdened Revenue	(12) Final Tax Rate	(13) Final Budgeted Revenue
10	General Operations			\$11-5-112	.007	0.001054	0.001054	432.416	0.001054	432.416	0.001054	432.416
130	Water, Lighting, Power Plant					0.000000	0.000000	0	0.001054	432.416	0.001054	432.416
	Total Tax Rate					0.001054	0.001054	432.416	0.001054	432.416	0.001054	432.416

NOTES: